

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION**

In re:

DONALD LEVI ELDRIDGE, JR.,

CHAPTER 13

Debtor.

CASE NO. 12-71178-SCS

**CARRINGTON MORTGAGE
SERVICES, LLC AS SERVICER FOR
U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE FOR STANWICH
MORTGAGE LOAN TRUST, SERIES
2012-3,**

Plaintiff/Movant.

vs.

**DONALD LEVI ELDRIDGE, JR.
R. CLINTON STACKHOUSE, JR., TRUSTEE,**

Defendants.

**ORDER GRANTING
MODIFICATION OF STAY**

The Motion of the Plaintiff, Carrington Mortgage Services, LLC as servicer for U.S. Bank National Association, as Trustee for Stanwich Mortgage Loan Trust, Series 2012-3, to amend the automatic stay having been properly served and upon agreement by Counsel,

It appears that Debtor is in possession of a certain real property hereinafter described upon which Plaintiff holds a Note secured by a valid Deed of Trust; that the Plaintiff and Debtor are entitled to pursue a loan modification agreement incident to the property located at ***5612 Campus Drive, Virginia Beach, VA 23462***, and described as follows:

ALL THAT certain lot, piece or parcel of land, together with the

buildings and improvements thereon, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lot 4, in Block V, as shown on that certain plat entitled, "Subdivision of Campus East Townhomes, Section Two, Bayside Borough, Virginia Beach, Virginia", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 162 at pages 47, 48, 49.

Upon consideration whereof, it is **ORDERED** that relief from the automatic stay be, and it hereby is, presently denied, provided however, that the Debtor comply with the following conditions:

- (a) Debtor shall have until on or before November 16, 2012 to obtain a Loan Modification (subject to Court approval).
- (b) Debtor shall file any necessary pleadings with the Court to approve a Loan Modification.
- (c) Should a Loan Modification not be approved on or before November 16, 2012, relief will be automatic, with no further notice or hearing.
- (d) To the extent it may be necessary, the automatic stay is modified to permit the Debtor to be mailed payment coupons, notice of payment changes, notice of late payments, monthly statements or notice (other than a notice of acceleration), customarily sent to mortgagors in the ordinary course of business.

Should the Debtor fail to satisfy these conditions, the Plaintiff will have relief from stay as to the Debtor, and may proceed forthwith to enforce its security agreement, subsequent to ten (10) days Notice of Default to Debtor and Counsel for Debtor. In the event Debtor fails to timely reinstate in accordance with any such Notice of Default, Relief will be automatic, with no further hearing or order required.

In the event of a default which results in the granting of Relief, the Chapter 13 Trustee will be relieved of any and all obligations to remit payment incident to the arrearages set forth in the Proof of Claim filed by the Plaintiff.

Time is of the essence; all future monthly payments must be timely received; a check returned by the bank for any reason is deemed a violation.

Should Plaintiff, at its option, accept a non-timely payment, it will not be deemed to have waived its rights pursuant to any other provisions contained within this Order.

In the event relief is granted, any deficiency claim must be filed 120 days before the date of foreclosure or the claim will be forever barred.

It is **ORDERED** that the relief granted herein will be binding and enforceable as to the Debtor(s) in the event the case is converted.

FURTHER ORDERED that the Movant shall promptly notify the Chapter 13 Trustee in writing of the results of any foreclosure of the subject deed and pay to the Chapter 13 Trustee any excess funds received from such foreclosure sale, to be disbursed upon agreement with the Debtor or upon further order of the Court.

It is further **ORDERED** that the fourteen (14) day stay is hereby waived and the terms of this Order are immediately enforceable.

It is additionally acknowledged that by endorsement of this Order, Counsel for Debtor hereby represents that Debtor has been advised of the terms of the agreement as set forth in this Order.

DATED:

JUDGE

NOTICE OF JUDGMENT OR ORDER
Entered on Docket

I ask for this:

/s/ D. Carol Sasser

Samuel I. White, P. C.

D. Carol Sasser, Esquire, VSBN 28422

Robert A. Jones, Esquire, VSBN 71123

Counsel for Carrington Mortgage Services, LLC as servicer for U.S. Bank National Association, as Trustee for Stanwich Mortgage Loan Trust, Series 2012-3

5040 Corporate Woods Drive

Suite 120

Virginia Beach, VA 23462

Seen and Agreed:

/s/ Steve C. Taylor

Steve C. Taylor, Esquire

92-015012-12/cel

Counsel for Debtor
133 Mount Pleasant Road
Chesapeake, VA 23322

Seen:

/s/ Kelly M. Barnhart for

R. Clinton Stackhouse, Jr.
Chapter 13 Trustee
870 Greenbrier Circle, Suite 200
Chesapeake, VA 23320
Case#12-71178-SCS

CERTIFICATE

I certify that this proposed Order has been endorsed by all parties involved in this proceeding.

/s/ D. Carol Sasser

D. Carol Sasser, Esquire

The Clerk shall mail a copy of the entered Order to the following:

R. Clinton Stackhouse, Jr.
Chapter 13 Trustee
870 Greenbrier Circle, Suite 200
Chesapeake, VA 23320
92-015012-12/cel

Steve C. Taylor, Esquire
Counsel for Debtor
133 Mount Pleasant Road
Chesapeake, VA 23322

Donald Levi Eldridge, Jr.
Debtor
5612 Campus Drive
Virginia Beach, VA 23462

D. Carol Sasser, Esquire
Robert A. Jones, Esquire
Counsel for Carrington Mortgage Services, LLC as servicer for U.S. Bank National Association, as
Trustee for Stanwich Mortgage Loan Trust, Series 2012-3
5040 Corporate Woods Drive
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